

expeditiously. The times set forth in this subsection shall apply unless extended upon mutual agreement of the parties or by the arbitrator on a showing of good cause.

- (1) The arbitration hearing shall be commenced within 60 days of the demand for arbitration and shall be held, in the absence of agreement by the parties to a different venue, in the city where this Agreement was executed by SWBT.
- (2) The parties shall submit written briefs five days before the hearing.
- (3) The arbitrator shall rule on the dispute by issuing a written opinion within 30 days after the close of hearings.
- (4) The arbitrator shall have no authority to order punitive or consequential damages.
- (5) Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

30.07 Costs. Except as specifically provided in this section, each party shall bear its own costs of all dispute resolution procedures under this article.

- (a) A party seeking discovery shall reimburse the responding party for the costs of production of documents (including search time and reproduction costs).
- (b) The parties shall equally split the fees of the arbitration and the arbitrator.

30.08 No Abridgement of Rights under the Communications Act of 1934 or the Pole Attachment Act. Nothing contained in this article shall abridge the rights of either party to seek relief from the FCC with respect to any dispute subject to the jurisdiction of the FCC under the Communications Act of 1934 or the Pole Attachment Act.

ARTICLE 31: ACCESS TO APPLICANT'S POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY

31.01 No Reciprocal Access to Applicant's Facilities. This Agreement does not include provisions for reciprocal access by SWBT to Applicant's poles, ducts, conduits, and rights-of-way.

ARTICLE 32: GENERAL PROVISIONS

32.01 Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties.

32.02 Prior Agreements Superseded. This Agreement supersedes all prior agreements,

whether written or oral, between Applicant and SWBT relating to the placement and maintenance of Applicant's facilities on and within SWBT's poles, ducts, and conduits within this State.

32.03 Effect on Licenses Issued Under Prior Agreements. All currently effective licenses granted to Applicant shall, on the effective date of this Agreement, be subject to the terms and conditions of this Agreement.

32.04 Force Majeure. Except as otherwise specifically provided in this Agreement, neither party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the party claiming excusable delay or other failure to perform; provided, however, that Force Majeure will not include acts of any governmental authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs, the party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

32.05 Severability. If any article, section, subsection, or other provision or portion of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement as to either party, the invalidity of such provision shall not render this entire Agreement unenforceable and this Agreement shall be administered as if it did not contain the invalid provision.

32.06 Choice of Law. This Agreement shall be interpreted and construed under the laws of this State.

32.07 Changes in the Law. Because the primary purpose of this Agreement is to provide access to poles, ducts, conduits, and rights-of-way in accordance with the Pole Attachment Act, the parties contemplate that changes in this Agreement may from time to time be necessary or desirable to conform to changes in the Pole Attachment Act as that Act is amended, interpreted, and applied. This Agreement is based in large part on regulatory decisions by the FCC, which has jurisdiction over the rates, terms, and conditions of access to poles, ducts, conduits, and rights-of-way (except to the extent that such jurisdiction has been pre-empted by individual states) and regulatory decisions by the Oklahoma Corporation Commission (OCC). More specifically, this Agreement is based in large part on the FCC's First Report and Order in CC Docket 96-98, on FCC rules announced with the First Report and Order, and on the OCC's Arbitration in OCC Cause No. PUD 960000218.

[] Applicant desires to have access to SWBT's poles, ducts, conduits, and rights-of-way on terms that are not less favorable than those obtained by firms participating in interconnection arbitration proceedings before the OCC. Applicant also desires to have access to SWBT's poles, ducts, conduits, and

rights-of-way to the full extent permitted under the FCC's First Report and Order in CC Docket No. 96-98. SWBT is required by law to provide nondiscriminatory access to SWBT's poles, ducts, conduits, and rights-of-way and is entering into this Agreement for the purpose of providing nondiscriminatory access in compliance with the Pole Attachment Act and regulatory decisions thereunder. This Agreement, therefore, includes terms required by or based on rulings by the PSC in interconnection arbitration proceedings in which Applicant is not a party and includes terms based on decisions by regulatory agencies which may be challenged in further legal proceedings. For the same reasons, this Agreement includes terms which contemplate or depend on further actions to be taken by the OCC. In the event of any changes in the Pole Attachment Act, changes in applicable FCC or OCC rulings, or judicial determinations that such rulings are erroneous or invalid, each party shall, at the request of the other, engage in good faith negotiations to supplement, amend or replace any provisions of this Agreement affected by such changes or determinations and to conform this Agreement to changes in the underlying laws on which the Agreement is based.

- [] This Agreement has been entered into as a result of private negotiation between the parties and arbitration by the Oklahoma Corporation Commission (OCC), acting pursuant to the Telecommunications Act of 1996. If the actions of federal or Oklahoma legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws or regulations that were the basis for a provision of this Agreement (including but not limited to any provision of this Agreement required by any arbitration award approved by the OCC), the affected provision shall be invalidated, modified, or stayed as required by action of the legislative body, court, or regulatory agency. In the event of such a change in the law, each party shall expend diligent efforts to arrive at an agreement respecting the modifications to the Agreement required by the law or requested in good faith by the other party. If negotiations fail, disputes between the parties concerning interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in the Interconnection Agreement or this Agreement; provided, however, that this section shall not be construed as precluding either party from seeking appropriate relief from the FCC in connection with the parties' rights and obligations under the Pole Attachment Act. In the event of any material change in the law, each party agrees to enter into good faith negotiations to conform this Agreement to the changes in the law.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION
WHICH MAY BE ENFORCED BY THE PARTIES.**

SOUTHWESTERN BELL TELEPHONE COMPANY

By: _____
Signature of SWBT's Authorized Officer/Employee

Name of SWBT's Authorized Officer/Employee (Printed or Typed)

Position/Title of SWBT's Authorized Officer/Employee

Date

City and State of Execution by SWBT

Applicant's Name (Printed or Typed)

By: _____
Signature of Applicant's Authorized Officer/Employee

Name of Authorized Officer/Employee (Printed or Typed)

Position/Title of Authorized Officer/Employee

Date

City and State of Execution by Applicant

APPENDIX I
SCHEDULE OF FEES AND CHARGES (OKLAHOMA) – PAGE 1 OF 4

This Schedule of Fees and Charges, effective as of the ____ day of _____, 19____, is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way between Southwestern Bell Telephone Company (SWBT) and Applicant. This schedule sets forth the fees and charges to be paid by Applicant to SWBT pursuant to the Master Agreement and licenses subject to the Master Agreement.

A) Pole Attachment Fees

1) General

- a) For billing purposes, pole attachments shall be considered i) to have commenced as of January 1 for any attachment for which a license has been issued between January 1 and June 30 of the same calendar year, and as of July 1 for any attachment for which a license has been issued between July 1 and December 31 of the same calendar year and ii) to have ended as of the next January 1 or July 1, whichever comes first, following actual removal of the attached facilities from SWBT's pole. Fees for licensed pole attachments shall be based on the number of pole attachments for which licenses have been issued as of the date of billing by SWBT. For billing purposes, a single pole attachment includes the point of attachment and all facilities located in the usable space on the pole six inches above and six inches below the point of attachment, together with routine ancillary apparatus such as anchors, anchor/guy strands, drop wire drive rings and J-hooks, and other apparatus which does not interfere with the ability of SWBT to occupy or assign usable space on the pole other than the usable space licensed to Applicant. Fees for pole space assignments and unauthorized pole attachments shall be billed in the same manner as if a license had been issued.
- b) Fees shall be payable semiannually in advance on the first days of January and July.
- c) No billing event fees will be assessed.

2) Fees (1997 Rates)

Semiannual Pole Attachment Fees

Semiannual Fee

- | | |
|---|-----------------|
| a) Per pole attachment (cable service only) | \$ <u>0.775</u> |
| Per pole attachment (telecommunications carriers) | \$ <u>0.775</u> |
| Per pole attachment (other) | \$ <u>N/A</u> |
| b) Billing event fee | \$ <u>0.00</u> |

APPENDIX I
SCHEDULE OF FEES AND CHARGES (OKLAHOMA) -- PAGE 2 OF 4

B) Conduit Occupancy Fees

1) General

- a) For billing purposes, conduit occupancy shall be considered to have i) begun on the first day of the calendar month following the date the license is issued for such occupancy and ii) ended on the last day of the calendar month preceding the month in which such occupancy ends. Occupancy ends when facilities have been removed from SWBT's conduit system and required post-removal procedures (e.g., plugging ducts) have been completed. Fees for conduit space assignments and unauthorized conduit occupancy shall be billed in the same manner as if a license had been issued.
- b) Fees shall be payable semiannually in advance on the first days of January and July.
- c) No billing events fee shall be assessed.
- d) Fees for licensed facilities shall be based on the number of duct feet of conduit for which licenses have been issued before the first day of January and the first day of July each year.

(2) Fees (1997 Rates)

Semiannual Per Foot Conduit Occupancy Fees

Semiannual Fee

- | | |
|---|---------------------|
| a) Full duct/Per foot (cable service only) | \$ <u>0.195/ft</u> |
| Full duct/Per foot (telecommunications carriers) | \$ <u>0.195/ft</u> |
| Full duct/Per foot (other) | \$ <u>N/A</u> |
| Half duct/Per foot (cable service only)* | \$ <u>0.0975/ft</u> |
| Half duct/Per foot (telecommunications carriers)* | \$ <u>0.0975/ft</u> |
| Half duct/Per foot (other)* | \$ <u>N/A</u> |

*Except as provided in f) below, each inner duct is billed at the half duct rate.

- b) Facility footage shall be measured i) from the center of one manhole to the center of an adjacent manhole if the facility runs between two manholes or ii) from the center of a manhole to the end of a duct not terminated in a manhole.
- c) Semiannual full duct conduit occupancy fees will apply to the first facility placed in a previously unoccupied duct except as provided in subsections d)-e) below.
- d) If two or more facilities occupy a duct that has not been subdivided by inner duct, a semiannual half duct conduit occupancy fee will be charged for each facility placed in the duct.

APPENDIX I
SCHEDULE OF FEES AND CHARGES (OKLAHOMA) -- PAGE 3 OF 4

- e) A semiannual half duct occupancy fee will apply to the first facility placed by Applicant in a previously unoccupied duct that has not been subdivided by inner duct if and only if the presence of Applicant's facility does not render the other half of the duct unusable by others.
 - f) All facilities placed by Applicant within a single inner duct shall be considered to be a single facility and only a single semiannual half duct conduit occupancy fee will apply to the entire inner duct without regard to the number of facilities placed by Applicant in that inner duct; provided, however, that the inner duct rate shall not exceed the inner duct rate set in accordance with the regulations, rules, or orders of the FCC or other agency of competent jurisdiction. The parties acknowledge that the Oklahoma Corporation Commission has ruled that the inner duct rate should be set at 1/3 the full duct rate (\$0.065 for 1997) Pending review of that decision, SWBT shall not bill Applicant an inner duct rate exceeding 1/3 the full duct rate.
- C) Application Fees, Contract Administration Fees, and Administrative Record-keeping Fees. No fees shall be charged for the submission of individual applications to SWBT for pole attachment licenses or for the provisional assignment to Applicant of pole, duct, or conduit space. (Fees for processing license applications shall be determined in accordance with D) below.) A one-time contract administration fee of \$250.00 shall be due and payable to SWBT at the time of execution of the Master Agreement. Additional contract administration fees of \$250.00 may be charged by SWBT in connection with renegotiations of the Master Agreement at Applicant's request. SWBT may charge Applicant administrative record-keeping fees not exceeding \$125.00 in connection with records and billing changes resulting from the sale, consolidation, or other transfer of Applicant's business or facilities, name changes, and the like.
- D) Other Charges
- 1) Computation. Except as otherwise specifically provided in the Master Agreement, this Schedule, or the order of any court or regulatory agency of competent jurisdiction, charges for all work performed by SWBT shall be based on SWBT's actual costs (including but not limited to personnel costs, material costs, other out-of-pocket expenses, and capital costs, where applicable). Charges to Applicant for services performed by contractors and other non-employees performing work on SWBT's behalf shall be the actual charges to SWBT by such contractors or other non-employees plus capital costs, where applicable, for amounts paid by SWBT before receiving payment from Applicant. Costs shall be determined in accordance with the cost accounting system used by SWBT for recording capital and expense activities. Such charges shall apply to the provision of records and information, performance of pre-license surveys, facilities modifications and other make-ready work (including planning and engineering work associated with such facilities modifications and make-ready work), and all other work performed by SWBT pursuant to the Master

APPENDIX I
SCHEDULE OF FEES AND CHARGES (OKLAHOMA) -- PAGE 4 OF 4

Agreement, including monitoring by SWBT of activities performed by or on behalf of Applicant on or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. Charges for construction observers monitoring installation, maintenance, and similar routine work shall conform to the Master Agreement.

- 2) Pole, Anchor, and Anchor/Guy Strand Replacements. Charges for replacing poles, anchors, or anchor/guy strands to accommodate Applicant's facilities shall be based on SWBT's fully installed costs less the salvage value, if any.
- E) Payment Date. For fees and charges other than charges for make-ready work, each bill or invoice submitted by SWBT to Applicant shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. For make-ready work, the payment due date shall be not less than 30 days after after the date of the bill or invoice.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Applicant's Name (Printed or Type)	Southwestern Bell Telephone Company
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

Agreement No. _____

**APPENDIX II
IDENTIFICATION OF APPLICANT**

Applicant's legal name is: _____

_____.

Applicant's principal place of business is located in the State of _____.

Applicant does business under the following assumed names: _____

_____.

Applicant is:

- ☐ a corporation organized under the laws of the State of _____,
charter no. _____;
- ☐ a partnership organized under the laws of the State of _____; or
- ☐ another entity, as follows: _____

_____.

Applicant represents that Applicant is:

- ☐ (1) a cable system (as defined in 47 U.S.C. §§ 153(37) and 522(7)) seeking a pole attachment or conduit occupancy license solely to provide cable service (as defined in 47 U.S.C. § 522(6);
- ☐ (2) a telecommunications carrier, as defined in 47 U.S.C. § 153(49), as modified by 47 U.S.C. § 224; or
- ☐ (3) a person or entity which is neither (1) nor (2) above, as follows:

_____.

Applicant's Name (Printed or Typed)

Date: _____

By: _____

Its: _____

APPENDIX III ADMINISTRATIVE FORMS AND NOTICES

This Appendix, effective as of the ____ day of _____, 19__, is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way between Southwestern Bell Telephone Company (SWBT) and the undersigned Applicant, and contains administrative forms referred to in the Master Agreement or used in connection with the provision of access to SWBT's poles, ducts, conduits, and rights-of-way. The forms are forms presently in use and have not been conformed to the Master Agreement. The forms will be revised to conform to the Master Agreement and further revised from time to time to reflect changes in the applicable law, changes in the Master Agreement, and changes in the procedures through which access to poles, ducts, conduits, and rights-of-way is afforded by SWBT to Applicant and others.

- SW-9433: Application and Pole Attachment License
- SW-9433-1: Pole, Anchor and Guy Strand Details
- SW-9433-2: Application Survey Data
- SW-9434: Authorization for Prelicense Survey or Make-Ready Work
- SW-9435: Application and Conduit Occupancy License
- SW-9435-1: Conduit System Diagram
- SW-9435-2: Cable to Occupy Conduit
- SW-9435-3: Equipment Housing to be Placed in Manholes
- SW-9436A: Notification of Surrender or Modification of Pole Attachment License by Licensee
- SW-9436B: Notification of Surrender or Modification of Conduit Occupancy License by Applicant
- SW-9436C: Notification of Unauthorized Attachments by Applicant

<p>_____ Applicant's Name (Printed or Typed)</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>Southwestern Bell Telephone Company</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>
--	--

**APPENDIX IV
INSURANCE REQUIREMENTS (OKLAHOMA) – PAGE 1 OF 4**

This Appendix IV, effective as of the ____ day of _____, 19____, is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way, dated _____, between Southwestern Bell Telephone Company (SWBT) and the undersigned Applicant.

1) "Premises." As used in this Appendix, the term "premises" refers to any site located on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way and any location where Applicant or any person acting on Applicant's behalf may be physically present while traveling to or departing from any such site.

2) Requirements Applicable to Applicant and All Persons and Entities Acting on Applicant's Behalf. Applicant shall maintain, at all times during the term of this Master Agreement, all insurance and coverages set forth below. Such insurance and coverages shall not only cover Applicant but all contractors, subcontractors, and other persons or entities acting on Applicant's behalf at the premises described in 1) above. Applicant should require that all contractors, subcontractors, and other persons or entities acting on Applicant's behalf at premises described in 1) above obtain the same insurance and coverages.

3) Workers' Compensation Insurance. Applicant shall maintain, at all times during the term of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance with minimum limits of \$100,000 for bodily injury-each accident, \$100,000 for bodily injury by disease-each employee, and \$500,000 for bodily injury by disease-policy limits, for all employees performing work or otherwise present on the premises described in 1) above. Such insurance must comply with the Workers' Compensation laws of this State and shall provide coverage, at a minimum, for all benefits required by such Worker's Compensation laws. Applicant shall require any contractor, subcontractor, or other person or entity acting on Applicant's behalf to provide Workers' Compensation Insurance and Employer's Liability Insurance for their respective employees unless such employees are covered by the protection afforded by Applicant.

4) General Liability Insurance. To protect SWBT and any joint user from any liability for bodily injury or property damage, Applicant shall maintain, at all times during the term of this Agreement, General Liability insurance satisfactory to SWBT. SWBT shall be added as an additional insured in the standard policy or an endorsement thereto. Applicant shall also require any contractor, subcontractor, or other person or entity acting on Applicant's behalf to provide General Liability coverage with the same limits and with SWBT added as an additional insured unless such contractor, subcontractor, or other person or entity is covered by the General Liability protection afforded by Applicant.

- a) The following coverages must be included in (and may not be excluded from) the policy or policies obtained to satisfy the General Liability insurance requirements of Applicant and any contractor, subcontractor, or other person or entity acting on Applicant's behalf. The coverages may be provided by the standard policy or

APPENDIX IV
INSURANCE REQUIREMENTS (OKLAHOMA) – PAGE 2 OF 4

endorsements thereto. Exclusion endorsements deleting these coverages will not be accepted.

- 1) Personal Injury and Advertising Injury coverage.
- 2) Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.
- 3) Independent Contractors coverage to provide protection for Applicant's contractors, subcontractors, and other persons or entities acting on Applicant's behalf.
- 4) Explosion, Collapse, and Underground Hazard (XCU) coverage.
- 5) Completed Operations coverage providing for bodily injury and property damage liabilities which may occur once the operations have been completed or abandoned.
- 6) Contractual Liability coverage to provide financial responsibility for the Applicant to meet its indemnification obligations.
- 7) Broad Form Property Damage (BFPD) coverage for damage to property in the care or custody of Applicant and damage to work performed by or on behalf of the Applicant.

b) Minimum policy limits shall be as follows:

General Aggregate Limit: \$1,000,000.

Sublimit for all bodily injury, property damages, or medical expenses incurred in any one occurrence: \$1,000,000.

Sublimit for personal injury and advertising: \$1,000,000.

Products/Operations Aggregate Limit: \$1,000,000.

Each occurrence sublimit for Products/Operations: \$1,000,000.

c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

d) Policy language or endorsements adding SWBT as an additional insured shall not

APPENDIX IV
INSURANCE REQUIREMENTS (OKLAHOMA) -- PAGE 3 OF 4

include exclusions or exceptions which defeat the purpose of protecting SWBT from any liability for bodily injury or property damage arising out of Applicant's operations.

5) Automobile Liability insurance. The parties contemplate that Applicant and personnel acting on Applicant's behalf will utilize automobiles, trucks, and other motor vehicles on public and private property, including public rights of way, in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. Accordingly, Applicant shall maintain, at all times during the term of this Agreement, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage which may arise out of the operation or use of motor vehicles of any type. Coverage shall extend to "any auto" -- that is, coverage shall be extended to all owned, non-owned, and hired vehicles used by Applicant or by any person or entity acting on Applicant's behalf in connection with any work performed, or to be performed, on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

6) Layering of General Liability and Automobile Liability coverages. Applicant's insurance may be written via a primary policy with either an excess or umbrella form over the primary policy. If coverage is written in this manner, the total of the combined policy limits must meet or exceed the minimum limits specified in this Agreement.

7) Deductibles. No deductibles shall be allowed without the express written consent of SWBT.

8) Claims Made Policies. Claims Made Policies will not be accepted.

9) Proof of Insurance. Certificates of Insurance stating the types of insurance and policy limits provided the insured, or other proof of insurance satisfactory to SWBT, must be received by SWBT prior to the issuance of any licenses pursuant to this Agreement and before Applicant or any person acting on Applicant's behalf performs any work on the premises described in 1) above.

- a) Certificates of Insurance using the insurance industry standard ACORD form are preferred.
- b) Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate SWBT as an Additional Insured.
- c) Deductibles, if permitted, shall be listed on the Certificate of Insurance.
- d) The cancellation clause on the certificate of insurance shall be amended to read as follows:

**APPENDIX IV
INSURANCE REQUIREMENTS (OKLAHOMA) -- PAGE 4 OF 4**

“SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.”

A certificate which does not include the phrase “or materially changed” does not meet SWBT’s requirements. A certificate reciting that the issuing company will “endeavor to” mail 30 days written notice to the certificate holder does not meet SWBT’s requirements. The language “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” or similar language must be deleted from the certificate.

- e) The certificate holder shall be:

Southwestern Bell Telephone Company
5305 E. 71st, Floor 1
Tulsa, Oklahoma 74136
Attention: Terrence Brennan, Utility Liaison Supervisor

- f) Failure to object to any coverage described in a certificate shall not constitute written permission from SWBT to any variance from or alteration of any requirement set forth in this Appendix and shall not be construed as a waiver by SWBT of any rights under this Agreement.

10) Rating of Insurers. SWBT requires that companies affording insurance coverage have a B+VII or better rating, as rated in the current A.M. Best Key Rating Guide for Property and Casualty Insurance Companies.

11) Self-insurance. If authorized in the Master Agreement, self-insurance shall be allowed in lieu of the above requirements upon Applicant’s submission of proof that it has met the self-insurance requirements stated in the Master Agreement.

Applicant’s Name (Printed or Typed) Southwestern Bell Telephone Company

By: _____ By: _____

Its: _____ Its: _____

Date: _____ Date: _____

APPENDIX V
NONDISCLOSURE AGREEMENT (OKLAHOMA) -- PAGE 1 OF 4

Nondisclosure Agreement (SWBT Pole, Duct, Conduit, and Right-of-Way)

This Nondisclosure Agreement, effective as of the ____ day of _____, 19__, has been entered into by and between Southwestern Bell Telephone Company ("SWBT"), a Missouri corporation, and the undersigned person or firm ("Recipient") as a condition of access to certain records and information maintained by SWBT. The parties stipulate and agree as follows:

1) SWBT maintains records and information, including but not limited to outside plant engineering and construction records, which relate to poles, ducts, conduits, and rights-of-way which SWBT owns or controls. SWBT represents that such records and information are not made generally available for inspection or copying by the public and include business, economic, and engineering information (including but not limited to plans, designs, maps, diagrams, cable counts and cable-specific information, circuit records, and other competitively sensitive information) which SWBT intends to keep secret and which has economic value by virtue of not being generally known to or readily ascertainable by the public, including SWBT's competitors.

2) SWBT has agreed to make certain of its records and information relating to poles, ducts, conduits, and rights-of-way available to cable television systems and telecommunications carriers who are presently entitled under federal law to have access to the poles, ducts, conduits, and rights-of-way owned or controlled by SWBT.

3) Recipient represents that Recipient is a cable television system or telecommunications carrier entitled under federal law to access to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT, or, if an individual, that he or she is acting on behalf of _____

_____, which is such a cable television system or telecommunications carrier. Recipient further represents that Recipient is seeking access to SWBT's records and information relating to poles, ducts, conduits, and rights-of-way for the limited purpose of enabling engineering and construction personnel employed by or acting on behalf of such cable television system or telecommunications carrier to make engineering and construction decisions necessary to utilize SWBT's poles, ducts, conduits, and rights-of-way.

4) SWBT agrees that permitted uses of records and information concerning SWBT's poles, ducts, conduits, and rights-of-way are (a) determining which poles, ducts, conduits, and rights-of-way owned or controlled by SWBT are available for use by such cable television systems or telecommunications carriers as permitted by federal law, (b) designing, engineering, constructing, installing, maintaining, and removing equipment which is to be attached to or placed within such poles, ducts, conduits, and rights-of-way, and (c) contesting decisions, if any, by SWBT not to provide access to such poles, ducts, conduits, and rights-of-way as

APPENDIX V
NONDISCLOSURE AGREEMENT (OKLAHOMA) -- PAGE 2 OF 4

requested. No other uses of such records or information are authorized or permitted under this Agreement.

5) Recipient agrees that Recipient will not use, or permit any other person or entity to use or have access to SWBT's records and information relating to poles, ducts, conduits, or rights-of-way or information for any purpose other than the limited purposes stated in 4) above and that such records and information shall not be disclosed or shared with any person or persons other than those who have a need to know such information for such limited purposes. Recipient specifically agrees that such records and information shall not be used or accessed by any person involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Recipient further agrees that Recipient shall not furnish copies of such records or disclose information contained in such records to any person or entity which has not executed and delivered to SWBT a counterpart of this Agreement prior to receipt of such copies or information.

6) Recipient agrees that Recipient will not without SWBT's express written authorization copy, duplicate, sketch, draw, photograph, download, photocopy, scan, replicate, transmit, deliver, send, mail, communicate, or convey any of SWBT's records relating to poles, ducts, conduits, or rights-of-way. Recipient further agrees that Recipient will not conceal, alter, or destroy any SWBT records furnished to Recipient pursuant to this Agreement.

7) Notwithstanding the provisions of 6) above, and except as provided in 8) below, Recipient may copy, take notes from, make, and use (for the limited purposes specified herein) drawings with reference to the following records provided by SWBT to Recipient for inspection: pole and conduit route maps, cable plat maps, and plant location records reflecting approximate locations of SWBT's existing poles, ducts, conduits, and rights-of-way. All such copies, notes, and drawings (whether in hardcopy or electronic form) shall be marked with the legend: **"PROPRIETARY INFORMATION: NOT FOR USE BY OR DISCLOSURE TO ANY PERSON WHO HAS NOT EXECUTED A NONDISCLOSURE AGREEMENT (SWBT POLE, DUCT, CONDUIT, AND RIGHT-OF-WAY)."**

8) No references to cable counts, cable designations or cable-specific information, circuit information, or customer-specific information of any kind may be included in any copies, notes, or drawings made pursuant to 7) above; provided, however, that Recipient may make estimates regarding the physical characteristics (such as size and weight) of the cables being surveyed when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of SWBT's poles, ducts, conduits, or rights-of-way for Recipient/Applicant's intended uses.

9) All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/Applicant by SWBT (whether in writing, orally, or in electronic or other

APPENDIX V
NONDISCLOSURE AGREEMENT (OKLAHOMA) – PAGE 3 OF 4

formats) shall be deemed to be proprietary information subject to this Agreement without regard to whether such information, at the time of disclosure, has been marked with restrictive notations such as "Proprietary," "Restricted Proprietary," "Confidential," "Not to Be Copied or Reproduced," or the like.

10) This Agreement applies only to records and information provided to Recipient by SWBT and does not apply to records and information obtained by Recipient from other lawful sources.

11) This Agreement does not prohibit the disclosure of records or information in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event Recipient receives an agency or court subpoena requiring such disclosure, Recipient shall immediately, and in no event later than five calendar days after receipt, notify SWBT in writing.

12) The Parties agree that, in the event of a breach or threatened breach of this Agreement, SWBT may seek any and all relief available in law or in equity as a remedy for such breach, including but not limited to monetary damages, specific performance, and injunctive relief. The Parties acknowledge that SWBT's records and information relating to poles, ducts, conduits, and rights-of-way includes valuable and unique information and that disclosure of such information (including circuit information) will result in irreparable injury to SWBT. In the event of any breach of this Agreement for which legal or equitable relief is sought, SWBT shall be entitled to recover from Recipient all reasonable attorney's fees and other reasonable costs (including but not limited to fees of expert witnesses) incurred by SWBT in connection with the prosecution of its claims against Recipient.

13) This Agreement shall be effective on the effective date shown above and shall remain in full force and effect until terminated by either party as provided herein. Either party may, at any time, with or without cause, terminate this Agreement by giving the other party 60 days' advance written notice of its decision to terminate. The parties further agree that termination of this Agreement shall have no effect on the duty of any person or entity, including Recipient, to abide by all terms of this Agreement with respect to records and information received by Recipient while this Agreement is in effect.

14) This Agreement shall benefit and be binding on the parties below and their respective heirs, successors, and assigns.

15) This Agreement will be governed by the laws of the State of Oklahoma.

16) This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by written instrument signed by both parties.

APPENDIX V
NONDISCLOSURE AGREEMENT (OKLAHOMA) – PAGE 4 OF 4

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, in duplicate, as of the dates set forth below.

Recipient (Print or Type Name)

Southwestern Bell Telephone Company

By _____
Signature of Recipient or Representative

By _____
Signature

Name (Printed or Typed)

Name (Printed or Typed)

Address

Address

City, State, and Zip Code

City, State, and Zip Code

Phone

Phone

Date

Date

**APPENDIX VI
NOTICES TO SWBT – PAGE 1 OF 3**

This Appendix VI, effective as of the ____ day of _____, 19____, is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way, dated _____, between Southwestern Bell Telephone Company (SWBT) and the undersigned Applicant.

Utility Liaison Supervisor (ULS). Except as otherwise stated in this Appendix, all notices to SWBT shall be given to the Utility Liaison Supervisor (ULS) designated in Section 29.02 of the Master Agreement. The Utility Liaison Supervisor is generally responsible for coordinating applications for access to SWBT's poles, ducts, conduits, and rights-of-way and serving as Applicant's initial point of contact for matters arising out of or in connection with the administration of the Master Agreement. Notices to the ULS shall be given in writing in the manner prescribed in Section 29.02. Notices to be sent to the ULS include, but are not limited to, notices under the following provisions of the Master Agreement.

- 7.03(a) Notification of intent to review records
- 9.03(b) Notification of intent to submit more than 10 applications in a 45-day period
- 10.01(c) Notification of withdrawal of application
- 10.02(e)(2) Notification of considering make-ready requirements a denial of access
- 10.04(e) Notification of make-ready decision
- 10.05(a) Request that Applicant be included on the list of mutually approved contractors for the performance of make-ready work
- 12.04 Notification of occupation of maintenance duct for short-term use
- 12.06 Notification of Applicant's maintenance contact
- 14.01 Notification of planned modifications
- 15.02(b) Notification of occupation of maintenance duct for short-term emergency use
- 15.02(c) Notification of occupation of other duct not assigned to Applicant for short-term emergency use
- 15.03 Notification of emergency repair coordinators

APPENDIX VI
NOTICES TO SWBT – PAGE 2 OF 3

- 16.01 Notification that facilities have been brought into compliance
- 17.02(c) Disclaimer of ownership or responsibility for untagged facilities
- 18.01(a) Notice of intent to remove facilities
- 18.06 Notification of completion of removal of facilities
- 20.01(c) Notification of change of bond
- 21.10 Notification of claims
- 23.01(a) Notification of insurance coverage
- 24.03 Notification of assignment
- 25.01 Notification of termination
- 25.03(b) Notification of cure of breach
- 27.04 Notice of elective termination
- 29.03 Notification of change in notice requirements

Other notices. The following notices may be given orally or in writing (including telephonic document transfer) to persons other than the ULS. These notices shall be given to SWBT's Construction Management Center (CMC), Customer Service Bureau (CSB), or Local Service Provider Center (LSPC) as indicated below.

- 6.05(a) Notifications relating to electrical interference (CSB, LSPC)
- 6.09(d) Notifications of unsafe conditions (CMC)
- 6.11(a) Notification of manhole entry (CMC)
- 6.13(c) Notification of environmental contaminants (CSB, LSPC)
- 10.02(b) Notification of materials required for self-provisioning of inner duct (CMC)
- 15.04 Notification of conditions requiring emergency repair (CSB, LSPC)

APPENDIX VI
NOTICES TO SWBT – PAGE 3 OF 3

Additional information and questions concerning notice requirements. The ULS, as Applicant's initial point of contact, will provide additional information to Applicant concerning notification procedures for notices to be given to the CMC, CSB, or LSPC. Questions to SWBT concerning notice requirements should be directed to the ULS. The ULS is not authorized to provide Applicant legal advice with respect to notice requirements. Questions by Applicant's personnel and other persons acting on Applicant's behalf concerning Applicant's legal obligations should be directed to Applicant's legal counsel or such other personnel as Applicant may direct.

Changes in notice requirements. Changes in the notice requirements set forth in this Appendix may be made by SWBT from time to time in accordance with the provisions of Section 29.03 of the Master Agreement.

Applicant's Name (Printed or Typed) Southwestern Bell Telephone Company

By: _____ By: _____

Its: _____ Its: _____

Date: _____ Date: _____



Southwestern Bell
Telephone

APPLICATION AND POLE ATTACHMENT LICENSE

License Agreement # _____

(Applicant)

Address

Date

SOUTHWESTERN BELL TELEPHONE CO.

In accordance with the terms and conditions of the Licensing Agreement between us, dated _____, 19____, application is hereby made for a nonexclusive license to attach communications facilities to _____ poles, _____ anchors, and/or utilize _____ anchor/guy strands, located in _____, as indicated on Form SW-9433-1. This request will be designated:

Pole Attachment Application No. _____

Applicant hereby requests SWBT to provide the following estimate(s) of the cost to complete the required precensing survey work (indicate by initialing). Such estimate(s) does not bind the Applicant to acceptance of SWBT's completion of the Field Inspection portion of the precense survey:

_____ Administrative Processing

_____ Field Inspection

(Applicant)

By: _____
(Name of authorized agent)

Its: _____
(Title of authorized agent)

Tel. No. _____

TO BE COMPLETED BY SWBT

Pole Attachment License Number _____ is hereby granted to attach the communications facilities described in this application to _____ poles, _____ anchors, utilize _____ anchor/guy strands, located in _____, as indicated on the attached Form SW-9433-1.
(Location)

Southwestern Bell Telephone Company

By: _____
(Name of authorized agent)

Its: _____
(Title of authorized agent)

Tel. No. _____

License Issue Date

- Individual applications to be numbered in sequential ascending order by Applicant for each Licensing Agreement. SWBT will process applications in sequential ascending order according to the application numbers assigned by the Applicant unless different procedures are established locally in advance.



Agreement Number _____

(Licensee)

(Application Number)

(Map or Drwg. No.)

POLE, ANCHOR AND GUY STRAND DETAILS

	LICENSEE (2)						LICENSOR (3)	
	POLE NO. (4)	LOCATION (5)	MAKE-READY REQUIRED (6)	ANCHOR USE (7)	A/GS USED (8)	ATTACH. (9)	LICENSE NO.	LICENSE DATE
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

(See Reverse)

INSTRUCTIONS

- (1) Area
 - Indicate name of Municipality. (Locality if appropriate) or County where poles and/or anchors are to be attached. Use SEPARATE page(s) for each such Municipality and each map or drawing number.
- (2) Licensee
 - Licensee completes columns (4) thru (9) if performing field inspection. If not performing field inspection, Licensee completes (4), (5) and (9). Licensor completes columns (6) thru (8) if performing field inspection.
- (3) Licensor
 - Licensor completes all columns in section headed Licensor. Also completes columns (6) thru (8) if performing field inspection.
- (4) Pole Number
 - Indicate Identification Number attached to or imprinted on pole. Include the Letters indicating pole ownership. If Pole Number or Ownership Identification is not available, enter UNK.
- (5) Location
 - Indicate location of pole and/or anchor within the Municipality, Locality or County by providing name of Street, Highway, Route, etc., e.g. South St. N/O (north of) Smith Rd. Private property poles should be identified as follows: PP - (leadoff pole 789 South St.).
- (6) Make-Ready Required
 - Indicate if make-ready work is required to accommodate Licensee's communications facilities e.g., Y(Yes) or N (No). If Licensee undertakes field inspection portion of pre-license survey, Licensee must submit a completed Form SW-9433-2 for poles requiring make-ready work.
- (7) Anchor Use
- (8) A/GS (Anchor/Guy Strand) Use
 - Indicate if attachment to existing anchor(s) or use existing anchor/guy strands (A/GS) is desired. e.g., Y (Yes) or N (No). If "Y" is indicated, a Pole Survey Form must be completed relative to details relating to the existing anchor(s) and guy strands.
- (9) Attachments
 - List all Licensee communications facilities to be attached to the pole, including quantities, sizes and types of all anchors and guy strands.



**Southwestern Bell
Telephone**

APPLICATION SURVEY DATA

**SW-9433-2
(Rev. 6-96)
Ref: 002-011-900SW**

Agreement No. _____

Sheet _____ of _____ Sheets

(Licensee)

(Location)

(Application Number)

(Map Number)

OPERATION NUMBER	POWER NUMBER			POLE OWNER- SHIP		STREET ADDRESS	GUY RO'D (YORN)	PROPOSED ATTACH- MENT		HEIGHT (FT)			SWBT POWER CLRC	GRND CLRC	WORK PROPOSED AND REMARKS
	SWBT	POWER		P O W	FACE			BACK	POW. LOW	TEL. HIGH	DROP WIRE				
		T	TEL												

* T INDICATES TRANSFORMER LOCATION